

and other employees employed by the State.

3. Article 5.5 of the CBA between the SEA and the State provides that "those employees who are members of the Association on the effective date of the Agreement shall be notified in writing by the Association that they must retain their membership throughout the period (term) of the Agreement, except that each member shall have the opportunity to withdraw for a fifteen-day period from August 22, 1989 through September 5, 1989 following said notice."
4. Petitioner Scandalis was a member of the SEA prior to September 5, 1989 and did not attempt to withdraw her membership on or prior to that date.
5. Article 21.1 of the CBA between the SEA and the State provides "this Agreement. . . is effective July 1, 1989 and shall remain in full force and effect through June 30, 1991 or until such time as a new Agreement is executed." The parties (SEA and State) have yet to conclude negotiations for a successor CBA; therefore, no "new agreement" has been executed.
6. By inter-departmental correspondence of August 12, 1991, Scandalis requested of Lucille Randall in the payroll department to end her membership in SEA and to end her payroll deductions "as soon as the law allows it." By letter of August 30, 1991, Rhonda Clough, Membership Coordinator of SEA, wrote Scandalis indicating that her request could not be granted "at this time." "Until a new two year contract is agreed upon, no dates for withdrawal are available."
7. By inter-departmental correspondence of March 9, 1992, Scandalis again requested of Randall "that my payroll deductions for membership in the State Employees Association be discontinued with pay period ending March 19, 1992." By memo of March 10, 1992, Randall advised Scandalis that she could not discontinue deductions for the pay period ending March 19, 1992 and that "this can only be done during the current window period. . .[which] will occur after the signing of a new contract."
8. By letter of March 13, 1992, Scandalis disagreed with Randall's assessment and requested that her request be forwarded to Administrative Services for action. On March 25, 1992, Thomas F. Manning, Bureau of Employees Relations, wrote to William Weaver, Director of Operational Analysis, advising that the payroll

deduction may not be terminated.

9. During the course of the hearing before the PELRB, the SEA spokesman represented to the Board that the parties expect that the successor CBA, once approved, will contain a provision for "window period" during which time current members may withdraw.

DECISION AND ORDER

This Board normally considers disagreements between individual union members and their union to be internal matters of union business. Likewise, we have a long history of great reluctance to interpose our judgement either on such internal affairs or what appear to be agreed upon terms of a CBA as is being jointly interpreted by representatives of labor and management. Based on the representations made to us that the successor CBA will contain provisions for a window period, once concluded, this Board declines to issue an Order of Declaratory Judgement at the present time and will maintain jurisdiction of this case until the completion of negotiations for a successor agreement, after which we will be able to assess the terms of the new "Window Period" as it appears in that document, should such assessment be necessary.

So Ordered.

Signed 6TH day of AUGUST, 1992.


EDWARD J. HASELTINE
Chairman

By unanimous vote. Chairman Edward J. Haseltine presiding.
Members Seymour Osman and Arthur Blanchette present and voting.